

#### F.A. FORM 14 LEASEHOLD POLICY CONVERSION

#### **ENDORSEMENT**

Attached to Policy No.	
Issued By	

# First American Title Insurance Company

Said policy is amended in the following particulars:

- 1. Paragraph 1 of the conditions and stipulations is hereby amended by adding subparagraph (J) as follows:
  - (J) "Leasehold Estate"; The right of possession for the term or terms described in Schedule A hereof subject to any provisions contained in the lease which limit such right of possession.
- 2. Paragraphs 13, 14, 15 and 16 of the conditions and stipulations are hereby renumbered as paragraphs 15, 16, 17 and 18.
- 3. The conditions and stipulations are amended by adding paragraph 13 and 14 as follows:
  - 1. Valuation of estate or interest insured

If, in computing loss or damage incurred by the Insured, it becomes necessary to determine the value of the estate or interest insured by this policy, such value shall consist of the then present worth of the excess, if any, of the fair market rental value of such estate or interest, undiminished by any matters for which claim is made, for that part of the term stated in Schedule A herein then remaining plus any renewal or extended term for which a valid option to renew or extend is contained in the lease, over the value of the rent and other consideration required to be paid under the lease for the same period.

2. Miscellaneous items of loss

In the event the insured lender acquires all or any part of the estate or interest in the land described in Schedule A in accordance with the provisions of paragraph 2 of these conditions and stipulations and thereafter is evicted from possession or if an insured owner is evicted from possession of all or part of the land by reason of any matters insured against by this policy, the following, if applicable, shall be included in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation





of the estate or interest insured by this policy.

1. The reasonable cost of removing and relocating any personal property which the Insured has the right to remove and relocate, situated on the land at the time of eviction, the cost of transportation of such personal property for the initial twenty-five miles incurred in connection with such relocation, and the reasonable cost of repairing such personal property damaged by reason of said removal and relocation. The costs referred to above shall not exceed in the aggregate the value of the personal property prior to its removal and relocation.

"Personal property", above referred to, shall mean chattels and property which because of its character and manner of affixation to the land, can be severed therefrom without causing appreciable damage to the property severed or to the land to which such property is affixed.

- 2. Rent or damages for use and occupancy of the land prior to such eviction which the insured as owner of the leasehold estate may be obligated to pay to any person having paramount title to that of the lessor in the lease.
- 3. The amount of rent which, by the terms of the lease, the Insured must continue to pay to the lessor after eviction for the land, or part thereof, from which the Insured has been evicted.
- 4. The fair market value, at the time of such eviction, of the estate or interest of the Insured in any sublease of all or part of the land caused by such eviction.

The total liability of the Company under said policy and any endorsements therein shall not exceed in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

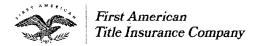
This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein except as modified by the provisions hereof.

Date:	
First American Title Insurance Company	

**Authorized Signatory** 

F.A. Form 14

**CLTA Policy** 



# F.A. FORM 15 LEASEHOLD POLICY CONVERSION

#### **ENDORSEMENT**

Attached to Policy No.	
Issued By	

# First American Title Insurance Company

Said policy is hereby amended in the following particulars:

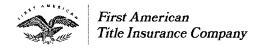
- a. Paragraph 1 of the Conditions and Stipulations is hereby amended by adding a subparagraph (g) as follows:
  - (g) leasehold estate": the right of possession for the term or terms described in schedule a hereof subject to any provisions contained in the lease which limit such right of possession.
- b. Paragraph 12 of the Conditions and Stipulations is hereby renumbered as paragraph 14.
- c. The Conditions and Stipulations are amended by adding paragraphs 12 and 13 as follows:
  - Valuation of Estate or Interest Insured

If, in computing loss or damage incurred by the insured, it becomes necessary to determine the value of the estate or interest insured by this policy, such value shall consist of the then present worth of the excess, if any, of the fair market rental value of such estate or interest, undiminished by any matters for which claim is made, for that part of the term stated in schedule a herein then remaining plus any renewal or extended term for which a valid option to renew or extend is contained in the lease, over the value of the rent and other consideration required to be paid under the lease for the same period.

2. Miscellaneous Items of Loss

In the event the insured is evicted from possession of all or a part of the land by reason of any matters insured against by this policy, the following, if applicable, shall be included in computing loss or damage incurred by the insured, but not to the extent that the same are included in the valuation of the estate or interest insured by this policy.

a. The reasonable cost of removing and relocating any personal property which the insured has the right to remove and relocate, situated on the land at the time of eviction, the cost of transportation of such personal property for the initial twenty-five miles incurred in connection with such



relocation, and the reasonable cost of repairing such personal property damaged by reason of said removal and relocation. The costs referred to above shall not exceed in the aggregate the value of the personal property prior to its removal and relocation.

"Personal property", above referred to, shall mean chattels and property which because of its character and manner of affixation to the land, can be severed therefrom without causing appreciable damage to the property severed or to the land to which such property is affixed.

- b. Rent or damages for use and occupancy of the land prior to such eviction which the insured as owner of the leasehold estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.
- c. The amount of rent which, by the terms of the Lease, the insured must continue to pay to the lessor after eviction for the land, or part thereof, from which the insured has been evicted.
- d. The fair market value, at the time of such eviction, of the estate or interest of the insured in any sublease of all or part of the land existing at the date of such eviction.
- e. Damages which the insured may be obligated to pay to any sublessee on account of the breach of any sublease of all or part of the land caused by such eviction.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

Date: _				
First Ar	nerican	Title	Insurance	Company

# **Authorized Signatory**

F.A. Form 15

(F.A. Eff. 4/20/81)

ALTA Leasehold Lenders Policy (1970 Form)





#### F.A. FORM 15.1 LEASEHOLD POLICY CONVERSION

#### **ENDORSEMENT**

Attached	to	Policy	No.	

#### Issued By

## First American Title Insurance Company

The policy is amended in the following particulars:

- a. Paragraph 1 of the conditions and stipulations is amended by adding a subparagraph (h), as follows:
  - (h) "Leasehold Estate": The right of possession for the term or terms described in Schedule A hereof subject to any provisions contained in the Lease which limit the right of possession.
- b. Paragraphs 13, 14, 15 and 16 of the conditions and stipulations are renumbered as paragraphs 15, 16, 17 and 18.
- c. The conditions and stipulations are amended by adding paragraphs 13 and 14 as follows:
  - Valuation of estate or interest insured

If, in computing loss or damage incurred by the insured, it becomes necessary to determine the value of the estate or interest insured by this policy, the value shall consist of the then present worth of the excess, if any, of the fair market rental value of the estate or interest, undiminished by any matters for which claim is made, for that part of the term stated in Schedule A then remaining plus any renewal or extended term for which a valid option to renew or extend is contained in the Lease, over the value of the rent and other consideration required to be paid under the Lease for the same period.

Miscellaneous items of loss

In the event the insured acquires all or any part of the estate or interest in the land described in Schedule A in accordance with the provisions of Section 2(a) of these Conditions and Stipulations and thereafter is evicted from possession of all or a part of the land by reason of any matters insured against by this policy, the following, if applicable, shall be included in computing loss or damage incurred by the insured, but not to the extent that the same are included in the valuation of the estate or interest insured by this policy.

a. The reasonable cost of removing and relocating any personal property which the insured has the

right to remove and relocate, situated on the land at the time of eviction, the cost of transportation of that personal property for the initial twenty-five miles incurred in connection with the relocation and the reasonable cost of repairing the personal property damaged by reason of the removal and relocation. The costs referred to above shall not exceed in the aggregate the value of the personal property prior to its removal and relocation.

"Personal property", above referred to, shall mean chattels and property which because of its character and manner of affixation to the land can be severed therefrom without causing appreciable damage to the property severed or to the land to which the property is affixed.

- b. Rent or damages for use and occupancy of the land prior to the eviction which the insured as owner of the leasehold estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.
- c. The amount of rent which, by the terms of the Lease, the insured must continue to pay to the lessor after eviction for the land, or part thereof, from which the insured has been evicted.
- d. The fair market value, at the time of the eviction, of the estate or interest of the insured in any sublease of all or part of the land existing at the date of the eviction.
- e. Damages which the insured may be obligated to pay to any sublessee on account of the breach of any sublease of all or part of the land cause by the eviction.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

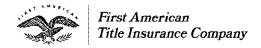
Date:			
First America	n Title Insur	ance Comp	any

# **Authorized Signatory**

ALTA Leasehold Lenders Policy (1987 Form and later)

F.A. Form 15.1 (Effective 6/1/87)





#### F.A. FORM 16 LEASEHOLD POLICY CONVERSION

#### **ENDORSEMENT**

Attached to Policy No.
Issued By

## First American Title Insurance Company

Said policy is hereby amended in the following particulars:

- a. Paragraph 1 of the Conditions and Stipulations is hereby amended by adding a subparagraph (g) as follows:
  - (g) "leasehold estate": The right of possession for the terms or terms described in Schedule A hereof subject to any provisions contained in the Lease which limit such right of possession.
- b. Paragraph 13 of the Conditions and Stipulations is hereby renumbered as paragraph 15.
- c. The Conditions and Stipulations are amended by adding paragraphs 13 and 14 as follows:
  - 1. Valuation of Estate or Interest Insured If, in computing loss or damage incurred by the insured, it becomes necessary to determine the value of the estate or interest insured by this policy, such value shall consist of the then present worth of the excess, if any, of the fair market rental value of such estate or interest, undiminished by any matters for which claim is made, for that part of the term stated in Schedule A herein then remaining plus any renewal or extended term for which a valid option to renew or extend is contained in the Lease, over the value of the rent and other consideration required to be paid under the Lease for the same period.
  - Miscellaneous Items of Loss
     In the event the insured is evicted from possession of all or part of the land by reason of any matters insured against by this policy, the following, if applicable, shall be included in computing loss or damage incurred by the insured, but not to the extent that the same are included in the valuation of the estate or interest insured by this policy.

The reasonable cost of removing and relocating any personal property which the insured has the right to remove and relocate, situated on the land at the time of eviction, the cost of transportation of such personal property for the initial twenty-five miles incurred in connection with such relocation, and the reasonable cost of repairing such personal property damaged by reason of said removal and relocation. The costs referred to above shall not exceed in the aggregate the value of the personal property prior to its removal and relocation.

"Personal property", above referred to, shall mean chattels and property which because of its character and manner of affixation to the land, can be severed therefrom without causing appreciable damage to the property severed or to the land to which such property is affixed.



Rent or damages for use and occupancy of the land prior to such eviction which the insured as owner of the leasehold estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.

The amount of rent which, by the terms of the Lease, the insured must continue to pay to the lessor after eviction for the land, or part thereof, from which the insured has been evicted.

The fair market value, at the time of such eviction, of the estate or interest of the insured in any sublease of all or part of the land existing at the date of such eviction.

Damages which the insured may be obligated to pay to any sublease on account of the breach of any sublease of all or part of the land caused by such eviction.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

Date:	

First American Title Insurance Company

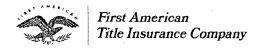
#### **Authorized Signatory**

F.A. Form 16

(F.A. Eff. 4/20/81)

ALTA Leasehold Owners Policy (1970 Form)





#### F.A. FORM 16.1 LEASEHOLD POLICY CONVERSION

#### **ENDORSEMENT**

Attached t	to Policy	No

#### Issued By

## First American Title Insurance Company

The policy is amended in the following particulars:

- Paragraph 1 of the conditions and stipulations is amended by adding a subparagraph (h), as follows:

   (h) "Leasehold Estate": The right of possession for the term or terms described in Schedule A hereof subject to any provisions contained in the Lease which limit the right of possession.
- 2. Paragraphs 14, 15, 16 and 17 of the conditions and stipulations are renumbered as paragraphs 16, 17, 18 and 19.
- 3. The conditions and stipulations are amended by adding paragraphs 14 and 15, as follows:
  - 1. Valuation of estate or interest insured If, in computing loss or damage incurred by the insured, it becomes necessary to determine the value of the estate or interest insured by this policy, the value shall consist of the then present worth of the excess, if any, of the fair market rental value of the estate or interest, undiminished by any matters for which claim is made, for that part of the term stated in Schedule A herein then remaining plus any renewal or extended term for which a valid option to renew or extend is contained in the lease, over the value of the rent and other consideration required to be paid under the lease for the same period.
  - 2. Miscellaneous items of loss In the event the insured is evicted from possession of all or a part of the land by reason of any matters insured against by this policy, the following, if applicable, shall be included in computing loss or damage incurred by the insured, but not to the extent that the same are included in the valuation of the estate or interest insured by this policy.

The reasonable cost of removing and relocating any personal property which the insured has the right to remove and relocate, situated on the land at the time of eviction, the cost of transportation of that personal property for the initial twenty-five miles incurred in connection with the relocation, and the reasonable cost of repairing the personal property damaged by reason of the removal and relocation. The costs referred to above shall not exceed in the aggregate the value of the personal property prior to its removaland relocation.

"Personal property", above referred to, shall mean chattels and property which because of its character and manner of affixation to the land, can be severed therefrom without causing appreciable damage to the property severed or to the land to which the property is affixed.



Rent or damages for use and occupancy of the land prior to the eviction which the insured as owner of the leasehold estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.

The amount of rent which, by the terms of the Lease, the insured must continue to pay to the lessor after eviction for the land, or part thereof, from which the insured has been evicted.

The fair market value, at the time of the eviction, of the estate or interest of the insured in any sublease of all or part of the land existing at the date of the eviction.

Damages which the insured may be obligated to pay to any sublessee on account of the breach of any sublease of all or part of the land caused by the eviction.

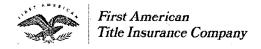
This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

#### **Authorized Signatory**

ALTA Leasehold Owners Policy (1987 Form and later)

F.A. Form 16.1 (Effective 6/1/87)



#### F.A. FORM 17 CONDOMINIUM

#### **ENDORSEMENT**

Attached to Policy No. \_\_\_\_\_

#### Issued By

## First American Title Insurance Company

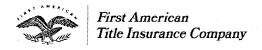
The Company insures the Insured against loss or damage sustained by reason of:

- 1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.
- 2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.
- 3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are contained in the condominium documents, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
- 4. The priority of any lien for charges and assessments at Date of Policy provided for in the condominium statutes and condominium documents over the lien of any insured mortgage identified in Schedule A.
- 5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
- 6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.
- 7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at date of policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

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Date:	 		





#### F.A. FORM 18 PLANNED UNIT DEVELOPMENT

#### **ENDORSEMENT**

Attached to Policy No. \_\_\_\_\_

#### Issued By

#### First American Title Insurance Company

The Company insures the Insured against loss or damage sustained by reason of:

- 1. Present violations of any restrictive covenants referred to in Schedule B which restrict the use of the land, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
- 2. The priority of any lien for charges and assessments at Date of Policy in favor of any association of homeowners which are provided for in any document referred to in Schedule B over the lien of any insured mortgage identified in Schedule A.
- 3. The enforced removal of any existing structure on the land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
- 4. The failure of title by reason of a right of first refusal to purchase the land which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and	d ar
prior endorsements, nor does it increase the face amount thereof.	
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#### First American Title Insurance Company

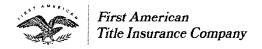
#### Authorized Signatory

F.A. Form 18

CLTA Form 115.2 (Rev. 3/27/92)

ALTA Form 5

(Planned Unit Development)



# F.A. FORM 19 OPTIONEE

#### **ENDORSEMENT**

Attached to Policy No. \_\_\_\_\_

# Issued By

# First American Title Insurance Company

The Company hereby insures reason of the option to purcha or the failure of the rights of the Schedule B Part II in its order	se referred to in paragr se optionee under the op	aph of Sched	dule B being at th	e date hereof invalid
Notwithstanding the provisions endorsement is a part the covupon the exercise of the optio	erage afforded by the p	olicy and this endor	sement shall cea	se and terminate
Part I of Schedule B of the po numbered paragraph thereof:	-	by the addition of th	ne following paraç	graph as the last
Terms, provisions and	conditions, and any failu	ure to comply with s	ame, as containe	d in the Option
Agreement dated	by and between			as
optionor and		as	optionee as evide	enced by that certain
Agreement dated optionor and instrument which record	ded on	in book	, page	Official
Records	County.			
This endorsement is made a pany prior endorsements there provisions of the policy and a	to. Except to the extent	expressly stated, it	neither modifies	any of the terms and

prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

**Authorized Signatory** 

F.A. Form 19 (Rev. 3/99)

STANDARD COVERAGE OPTIONEE





#### F.A. FORM 20 SHARED APPRECIATION MORTGAGE

#### **ENDORSEMENT**

Attached to Policy No
Issued By

## First American Title Insurance Company

Upon representation by the Insured that the insured mortgage shown in Schedule A of this Policy secures a loan pursuant to which certain interest rates may be increased in accordance with the provisions thereof, and/or includes an increase in interest based upon the value of the land, and that the increase may cause an addition to the principal sum of the mortgage, the Company agrees that the insurance under this Policy is increased in an amount equal to 50% of the Amount of Insurance stated in Schedule A.

The Company hereby insures the Insured against loss or damage sustained or incurred by the Insured including all interest required to be paid in accordance with the provisions of the insured mortgage (Stated Interest and Contingent Deferred Interest), by reason of:

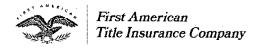
- 1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for (a) changes in the rate of interest; or (b) interest payable being calculated based upon increases in the value of the land securing the debt of the mortgage; and
- Any loss of priority of the lien of the insured mortgage, based in whole or in part on the fact that the
  insured mortgage contains provisions therein for changes in the rate of interest or on the fact that part
  of the interest payable is calculated upon increases in the value of the land securing the debt of the
  mortgage.

This endorsement does not insure against loss or damage based upon:

- 1. usury; or
- 2. any consumer credit protection or truth-in-lending law;
- 3. failure of the Insured to comply with applicable State and Federal Laws or Regulations regarding Shared Appreciation Loans.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions From Coverage of any ALTA Loan Policy. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Date.			
	_		_
First .	American	Title Insurance	Company



#### F.A. FORM 21 REVOLVING CREDIT LOAN

#### **ENDORSEMENT**

Attached to	o Policy	No	
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#### Issued By

## First American Title Insurance Company

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained or incurred by the Insured by reason of:

- 1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest;
- 2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by the changes in the rate of interest; and
- 3. Loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes pursuant to the provisions of the insured mortgage provided however no coverage is given by this paragraph 3 as to any advance made during any period in which (i) a default exists under the terms of the insured mortgage, or (ii) the vestee shown in Schedule A is no longer the owner of the estate or interest covered by the policy.

The Company agrees with the Insured that the advances described above shall not constitute "additional principal indebtedness", as referred to in paragraph 8(b) of the conditions and stipulations of the policy for the purpose of limiting liability under the provisions of that paragraph.

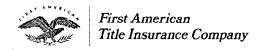
This endorsement does not insure against loss or damage based upon:

- 1. usury;
- 2. any consumer credit protection or Truth-in-Lending law;
- 3. Federal tax liens;
- 4. Environmental protection liens; or
- 5. Taxes or assessments of any taxing authority that levies taxes or assessments on real property which become a lien subsequent to Date of Policy.

"Changes in the rate of interest", as used in this endorsement shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage of the Policy. Except to the extent expressly stated, it neither

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modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

Date:
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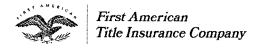
First American Title Insurance Company

**Authorized Signatory** 

F.A. Form 21 (Rev. 3/99)

ALTA Loan Policy (1970, 1984)

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# F.A. FORM 21.1 REVOLVING CREDIT LOAN

#### **ENDORSEMENT**

Attached	to	Policy	No.	
		_		

# Issued By

## First American Title Insurance Company

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss of damage sustained or incurred by the Insured by reason of:

- 1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions contained in the commitment agreement and note or notes which are secured by the insured mortgage which provide for changes in the rate of interest;
- 2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the commitment agreement and note or notes which are secured by the insured mortgage, which loss of priority is caused by said changes in the rate of interest; and
- 3. Loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes pursuant to the provisions of the insured mortgage and commitment agreement provided, however, no coverage is given by this paragraph 3 as to any advance made during any period in which (i) a default exists under the terms of the insured mortgage, or (ii) the Insured has actual knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by the policy.

The Company agrees with the Insured that the advances described above shall not constitute "additional principal indebtedness", as referred to in Paragraph 8(b) of the conditions and stipulations of the policy for the purpose of limiting liability under the provisions of that paragraph.

This endorsement does not insure against loss or damage based upon:

- 1. usury;
- 2. any consumer credit protection or truth-in-lending law;
- 3. Federal Tax Liens;
- 4. Environmental protection liens; or
- 5. Taxes or assessments of any taxing authority that levies taxes or assessments on real property which become a lien subsequent to Date of Policy.

"Changes in the rate of interest", as used in this endorsement shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the commitment agreement and note or notes at Date of Policy.



This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions From Coverage of the policy. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Date:	
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First American Title Insurance Company

**Authorized Signatory** 

F.A. Form 21.1 (Rev. 3/99)

ALTA LENDER (1970, 1984)